

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 70/2021	CLOSING DATE:	11 February 2022	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF ACCOUNTING SERVICES FOR A PERIOD OF THREE (3) YEARS,				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MRS A SWARTS	
CONTACT PERSON	Sabelo NGCONGOLO		TELEPHONE NUMBER	023 615 8032	
TELEPHONE NUMBER	023 615 8000		FAX NUMBER		
FAX NUMBER	023 615 1563		E-MAIL ADDRESS	aswartz@langeberg.gov.za	
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER 70/2021: PROVIDING ACCOUNTING SERVICES FOR A 3 YEAR PERIOD

Completed bid documents in sealed envelopes clearly marked **TENDER 70/2021: “PROVIDING ACCOUNTING SERVICES FOR A 3 YEAR PERIOD”** must be placed in the tender box at the Municipal Offices, 28 Main Road, Ashton by no later than, **12:00 on 11 February 2022** where after the tender will be opened in public.

Late tenders, tenders received by fax or incomplete tenders will not be accepted. The lowest or any tenders will not necessarily be accepted. Proof of dispatch of a tender will not be regarded as proof of receipt thereof. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20-point system will apply. The Supply Chain Management Policy can be viewed during normal office hours at the Municipal Offices.

This will be a 2 envelope competitive bidding process, comprising of a Technical Evaluation process (Functionality Evaluation) and a Price Evaluation process (Price Evaluation). Two separate envelopes must be submitted, clearly marked “Technical Evaluation” and “Price Evaluation”; and should contain the documentation required for the respective evaluation process.

The municipality will at first, only open the envelopes marked as “Technical Evaluation” and evaluate all the Technical Evaluation bid documentation received in terms of the functionality criteria. Bidders scoring less than 80 points out of the 100 in respect of “Functionality”, will be regarded as submitting a non-responsive tender and will be disqualified.

PLEASE NOTE:

**The official Bid document must be fully completed in black ink and preferably be bound.
Supporting documents must be submitted separately and must be stapled or bound.**

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from 08 January 2022, on the Langeberg Municipal website: www.langeberg.gov.za.

Please refer written enquiries to Mrs A Swarts (aswarts@langeberg.gov.za).

**ASA DE KLERK
MUNICIPAL MANAGER
Private Bag X2
Ashton, 6715**

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.1.22. **“Republic”** means the Republic of South Africa.
- 1.1.23. **“SCC”** means the Special Conditions of Contract.
- 1.1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.26. **“Tort”** means in breach of contract.
- 1.1.27. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged
- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

- 1.4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

- 1.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

- 1.7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque
- 1.7.5. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

1.9. Packing

- 1.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

- 1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

- 1.11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

1.12. Transportation

- 1.12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

- 1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

- 1.17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

1.18. Variation orders

- 1.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

1.19. Assignment

- 1.19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

1.20. Subcontracts

- 1.20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

1.21. Delays in the supplier's performance

- 1.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 1.23.

1.23. Termination for default

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;
 - 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to

the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

1.26. Termination for solvency

- 1.26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 1.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;
 - 1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- 1.28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.29. Governing language

- 1.29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

1.30. Applicable law

- 1.30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified

1.31. Notices

- 1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

- 1.33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

1.34. Amendment of contract

- 1.34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

1.35. Prohibition of restrictive practices

- 1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part , and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

This will be a 2 envelope competitive bidding process, comprising of a Technical Evaluation process (Functionality Evaluation) and a Price Evaluation process (Price Evaluation). Two separate envelopes must be submitted, clearly marked "Technical Evaluation" and "Price Evaluation"; and should contain the documentation required for the respective evaluation process.

The municipality will at first, only open the envelopes marked as "Technical Evaluation" and evaluate all the Technical Evaluation bid documentation received in terms of the functionality criteria. Bidders scoring less than 80 points out of the 100 in respect of "Functionality", will be regarded as submitting a non-responsive tender and will be disqualified.

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **TENDER 70/2021: PROVISION OF ACCOUNTING SERVICES FOR A PERIOD OF THREE (3) YEARS,**

" must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

- 2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.
- 2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.
- 2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.
- 2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.
- 2.1.5. Tender documents will be compiled in the following format:
- 2.1.6. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;

2.1.7. Schedule 1: Mandatory returnable forms and attachments;

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) should be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink and preferably be bound.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information.
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions.
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,

2.15 PAYMENT CONDITIONS

2.15.1 Progress payments will only be made for material on site.

2.15.2 A retention amount of 10% will be held back on all progress payments until the "taking over Certificate" has been signed by the Client. Retention will be halved upon signing of the "Taking-over Certificate" by the client; the rest will be paid after 12 months.

2.15.3 The Engineer will pay progress claims within 30 days from date of certification.

2.16 PROGRAM FOR COMPLETION

2.16.1 The time limit for completion for submission of a detailed program shall be 2 weeks after acceptance of the tender.

2.17 TRAVEL AND SUBSISTENCE EXPENDITURE

2.17.1 Travel and Subsistence claims will be limited to the total quoted quantity and amount. Expenses in excess of the total quoted quantity and amount will be for the suppliers own account

3 DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4 MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5 DECLARATION OF INTEREST MBD 4

5.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

5.1.1 the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

6.1.1 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

6.1.2 Full Name of bidder or his or her representative:

6.1.3 Identity Number:

6.1.4 Position occupied in the Company (director, trustee, shareholder², member):
.....

6.1.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

6.1.6 Tax Reference Number:

6.1.7 VAT Registration Number:

6.2 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

6.3 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.3.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

6.3.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.3.3 work outside employment in the public sector? YES / NO

6.3.4 If yes, did you attach proof of such authority to the bid document? YES / NO

6.3.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.3.6 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

6.3.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses
conduct business with the state in the previous twelve months? YES / NO

6.3.8 If so, furnish particulars:

.....
.....
.....

6.3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person
employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.3.10 If so, furnish particulars.

.....
.....

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



6 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

6.1 GENERAL CONDITIONS

6.1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). The value of this bid is estimated to **not** exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

6.1.2 The 80/20 preference point system will be applicable to this tender.

6.1.3 Points for this bid shall be awarded for:

Price and B-BBEE Status Level of Contributor.

6.2 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

6.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

6.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

6.5 DEFINITIONS

6.5.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

6.5.2 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

6.5.3 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

6.5.4 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 6.5.5 “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 6.5.6 “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 6.5.7 “prices” includes all applicable taxes less all unconditional discounts;
- 6.5.8 “proof of B-BBEE status level of contributor” means:
- 6.5.9 B-BBEE Status level certificate issued by an authorized body or person;
- 6.5.10 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 6.5.11 Any other requirement prescribed in terms of the B-BBEE Act;
- 6.5.12 “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 6.5.13 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

6.6 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

6.7 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

6.8 BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6.9 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS

B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.9 must be in accordance with the table reflected in paragraph 7.7 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

6.10 SUB-CONTRACTING

6.10.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

6.10.2 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

6.11 DECLARATION WITH REGARD TO COMPANY/FIRM

6.11.1 Name of company/firm:

6.11.2 VAT registration number:

6.11.3 Company registration number:

6.12 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
☐ [TICK APPLICABLE BOX]

6.13 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.14 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
☐ [TICK APPLICABLE BOX]

6.15 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

6.16 Total number of years the company/firm has been in business:

- 6.17 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in 7.9 and MBD 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 6.18 The information furnished is true and correct;
- 6.19 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 6.20 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 7.9 and MDB 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 6.21 If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES 1. 2.	 / SIGNATURE(S) OF BIDDERS(S) DATE:
---	---

7 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

7.1 The following documents shall be deemed to form and be read and construed as part of this agreement:

7.1.1 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

7.1.2 General Conditions of Contract; and

7.1.3 Other (specify)

7.2 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

7.3 I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

7.4 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7.5 I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

8 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

8.1 I **Mr ASA de Klerk** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

8.2 An official order indicating service delivery instructions is forthcoming.

8.3 I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

8.4 I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large rectangular box for the official stamp, currently blank.

WITNESSES

1

9 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 9.1 This Municipal Bidding Document must form part of all bids invited.
- 9.2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 9.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 9.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 9.5 been convicted for fraud or corruption during the past five years;
- 9.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 9.7 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 9.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
9.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
9.10	If so, furnish particulars:		
9.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
9.12	If so, furnish particulars:		
9.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

9.14	If so, furnish particulars:		
9.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
9.16	If so, furnish particulars:		
9.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
9.18	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

10 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 10.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 10.2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 10.3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- 10.4 take all reasonable steps to prevent such abuse;
- 10.5 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- 10.6 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 10.7 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 10.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

- 11.1 I have read and I understand the contents of this Certificate;
- 11.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 11.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 11.4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 11.5 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 11.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 11.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 11.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 11.9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 11.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



12 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/ or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



13 TECHNICAL SPECIFICATIONS

13.1 . BACKGROUND

Langeberg Municipality requires proposals from suitably experienced service providers to assist the Municipality with Accounting services and reforms; the primary aim being to assist with the Annual Financial Statements, Budget processes, as well as MSCOA reforms on an ongoing basis.

Due to the specialized nature of the work to be performed; ongoing legislative and compliance changes by National Treasury and the Accounting Standards Board (GRAP); and capacity constraints within the Budget Office it exposes the municipality to a risk ito completing the budget preparation process and/or year-end period processes for Annual Financial Statements which might impact on the municipality's ability to meet the aforementioned MFMA obligations.

In order to mitigate this risk, the municipality decided to issue a three-year tender for accounting services to utilize in instances where severe capacity constraints or time constraints could impact on the municipality's ability to prepare the Budget or Annual Financial Statements in line with the MFMA timelines. These services will only be utilized when necessary.

13.2 SCOPE OF WORK

It is critical that the service provider to be appointed should have extensive experience in all the items listed below and must therefore be able to provide references / written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable referees will exclude tenderers from earning points for functionality criteria as listed hereunder.

13.2.1 ASSISTANCE WITH BUDGET PREPARATION

This deliverable consists of various activities that are performed in the Budget office by different personnel throughout the year from 1 July until 30 June. In the event of capacity or time constraints at a critical stage or backlogs that need to be fast tracked, the municipality might require assistance to perform certain activities as and when the need arises in order to finalise and submit adjustments and annual budgets to comply with National Treasury prescripts, mSCOA and GRAP principles, the approved budget process plan and prescribed legislative deadlines. Although not limited to these activities, the following is a summary at high level of activities the budget office among others perform in order to prepare and submit budgets as prescribed in terms of Chapter 4 of the MFMA and the Municipal Budget and reporting regulations as well as section 21A of the MSA:

a) Personnel Budget:

- (i) Compilation of mSCOA personnel budget for approximately 917 permanent staff in excel, based on approved organizational structure and new positions to be funded if TASK is implemented;
- (ii) Prepare mSCOA personnel budget for Temporary workers on excel;
- (iii) Adjust personnel budget based on review of organizational structure or needs analysis for temporary workers in terms of budget process plan;
- (iv) Once budget is correct and balances, ensure all Employee Related Costs and Council Remuneration Votes have all 7 mSCOA segments and ensure the personnel budget complies with National Treasury's validation criteria;
- (v) Prepare personnel budget summaries that included non-cash items such as employee benefits obligations;
- (vi) Submit Excel Personnel Budget on vote level to Manager Budget Office and CFO for review.

b) Capital Budget:

- (i) Send out prescribed capital budget template for departments to provide needs in terms of IDP and departmental inputs for three year MTREF;
- (ii) Capture all inputs received from departments in excel and allocate funding source per project as per affordability levels determined in budget principles approved by council;
- (iii) Compile and maintain centralised excel datafile to be used to populate the schedules;
- (iv) Compiling capital grants budgets revenue and expenditure from DORA and Provincial Gazette based on departmental inputs and capture in excel;
- (v) Balance capital budget for MTREF in terms of budget principles and affordability;
- (vi) Ensure all Capital budget Votes have all 7 mSCOA segments and ensure the capital budget complies with National Treasury's validation criteria;
- (vii) Prepare different summaries for capital budget;
- (viii) Prepare report for Budget steering committees, mayco and council for approval of draft capital budget by mid- / end November or as soon as possible thereafter;
- (ix) After capital budget is approved capture each project on financial system and create new budget strings where required, and link to IDP strategic objectives
- (x) Extract summaries and compare with excel/ review for discrepancies and balance;
- (xi) Prepare budget summaries of final draft budget for Tabled budget report;
- (xii) Submit summaries, draft report and detailed Excel Capital budget on vote level to Manager Budget Office and CFO for review.

c) Operating Budget:

- (i) Send out prescribed operating budget sheets / template to departments to budget in terms of mSCOA;
- (ii) Capturing of operating budget inputs from departments;
- (iii) Compile and maintain centralised excel datafile to be used to populate the schedules;
- (iv) Compiling operating grants budgets revenue and expenditure from DORA and Provincial Gazette based on departmental inputs
- (v) Obtain calculated budget information from Auxiliary and AFS department for interest and redemption on external loans for existing and new proposed external loans and or finance leases;
- (vi) Calculate all revenue per revenue source with cash flows per month for first and per year for 2 outer years;
- (vii) Ensure all Operating budget Votes have all 7 mSCOA segments and ensure the operating budget complies with National Treasury's validation criteria;
- (viii) Extract summaries and perform reconciliations for balancing;
- (ix) Hold meetings / Engage with each department to amend budget within affordability levels
- (x) Balance operating budget over MTREF;
- (xi) Reviewing of captured budget information in respect of operating budget;
- (xii) Extract summaries on financial system for MTREF and review / sign-off;
- (xiii) Prepare report to budget steering committee with final Personnel-, Capital- and Operating budget summaries; and
- (xiv) Submit summaries, draft report and detailed Excel Operating budget on vote level to Manager Budget Office and CFO for review.

c) Tariffs:

- (i) Calculate Property Rates-, Service- and Sundry tariffs based on historical statistics and approved budget principles report;
- (ii) Obtain inputs from departments on changes in tariff structures and increases in tariffs;
- (iii) Compile and maintain centralised excel datafile to be used to populate the schedules;
- (iv) Adjust tariffs in tariff book after operating budget has been balanced and final budget steering committee has concluded on tariff increases, if different from budget principles report;
- (v) Update / complete sensitivity analysis for inclusion in budget reports;
- (vi) Review tariff book after changes were made;
- (vii) Submit reviewed tariffs to Manager Budget Office and CFO for review.

d) Balance Sheet and Cash Flow Budget:

- (i) Balance Sheet Budget to be compiled in excel on vote level based on budget assumptions and principles as derived from previous years' actuals and statistics;
- (ii) Compile and maintain centralised excel datafile to be used to populate the schedules;
- (iii) Ensure all Balance sheet budget Votes have all 7 mSCOA segments and ensure the Balance sheet budget complies with National Treasury's validation criteria;
- (iv) Balance Balance sheet budget over MTREF;
- (v) Cash Flow Budget to be compiled in excel on vote level based on budget assumptions and principles as derived from previous years' actuals and statistics;
- (vi) 12-Month cash flow budget to be compiled on vote level on excel;
- (vii) Ensure total MTREF is funded;
- (viii) Submit summaries, draft report and detailed Excel Balance Sheet and Cash Flow budget on vote level to Manager Budget Office and CFO for review.

e) Budget schedules; mSCOA strings; and SDBIP financial sheets: (as released and updated from time to time by National Treasury) populate annual and adjustments budgets in excel:

- (i) Obtain latest version of Schedule templates from National Treasury's Website as well as latest version of mSCOA Chart;
- (ii) Ensure mSCOA segment (GUID) mapping is in accordance with NT portal uploads validation criteria;
- (iii) Compile and maintain centralised excel datafile to be used to populate the schedules;
- (iv) Populate / Completing of prescribed National Treasury budget schedules where required that includes Statement of Financial performance, Statement of financial position, cash flow statement in various different formats and supporting tables;
- (v) Update Budget schedules in excel with 7 years' information. 3 years actual audited, current year original and adjusted budget, as well as next 3 years MTREF budget information;
- (vi) Calculation of financial information for supporting schedules;
- (vii) Obtain non-financial information from relevant departments from completing of budget tables; (viii) Investigate and correct any differences between system summaries and populated budget schedules;
- (ix) Compile mSCOA (TABB, ORGB, ADJB, PRTA, PROR, PRAD) excel import sheets for the financial system in order to extract relevant strings for submission to NT Upload Portal;
- (x) Reconcile the budget schedules, the summaries from the financial system and portal uploads to ensure they are in balance (perfect alignment) and submit a detailed report with reasons for variances if any;
- (xi) Review of completed budget schedules;
- (xii) Submit completed budget schedules and mSCOA (TABB, ORGB, ADJB, PRTA, PROR, PRAD) string imports sheets to Manager Budget Office and CFO for review;
- (xiii) Compile and submit relevant financial sheets for SDBIP (Capital; Revenue by Source and Monthly Cash Flow) to Manager Budget Office and CFO for review.

f) Budget report: Tabled- (Draft), Final- and Adjustments budgets:

- (i) Prepare and review budget information to be included in budget reports;
- (ii) After tabled budget attend public participation meetings (if required);
- (iii) Prepare agenda and consolidate written submissions in respect of tabled budget and provide responses;
- (iv) Perform material adjustments necessitated after written representations from community on excel budget and re-populate all budget schedules, mSCOA import sheets and review for correctness;
- (v) Prepare final budget reports based on final budget schedules for submission to council; and
- (vi) Submit final budget report; mSCOA (TABB, ORGB, ADJB, PRTA, PROR, PRAD) string imports sheets; and financial sheets for SDBIP (Capital; Revenue by Source and Monthly Cash Flow) to Manager Budget Office and CFO for review.

g) General activities:

- (i) Perform reasonability testing on budget;
- (ii) Management of budget program to ensure deadlines are met;
- (i) Compile statement of comparison of budget and actual amounts for AFS and submit to Manager Budget Office and CFO for review;
- (vii) Skills transfer through on the job / formal training with the specific aim to empower municipal staff to execute their duties unassisted;
- (viii) Ad hoc budget related advice and assistance as may be required.

Ensure that the following high level legislated deadlines are met:

No	Date	Description
1.	25 August	Roll-over adjustment budget
2.	31 August	Approval of Budget process plan for next MTREF
3.	31 January	Adjustments budget additional allocations
4.	28 February	Approval of normal adjustments budget
5.	31 March	Tabled (Draft) budget tabled to Council
6.	31 May	Final Budget considered by Council
7.	Ad Hoc Budgets (Date to be determined)	Adjustments Budget if required for: - Additional Allocations by National- or Provincial Treasury; - Unforeseen- / Unavoidable Expenditure; - or Condonation of Irregular- / Unauthorised- / Fruitless and Wasteful Expenditure.
8.	Submission of budget documents to National treasury and provincial treasury	Within 10 days after budget was tabled in council. Applicable to all the above in 1-7.

14.2.1 ASSISTANCE WITH YEAR END PROCEDURES FOR AFS

Follow up on the progress on the year-end final accounts in line with the municipality's approved year-end plan;

- a) Prepare journals for transactions necessary for completion of the AFS and present to management for review;
- b) Perform all correction of prior period errors where necessary, provide adequate narrative disclosure and advise management on accounting treatment of matters to be restated;
- c) Calculate the financial impact of Employee Benefits Obligations (Long service awards and Post-Retirement Medical aid benefits) based on the reports obtained from expert. Recommend journals for approval by the management;
- d) Actuarial valuations of Employee Benefits;
- e) Review of employee related benefits calculations for 13th cheque, bonus provision, performance bonus, staff leave accrual etc. prepared by AFS department and recommend journals for approval by the management;
- f) Calculate the financial impact of Landfill Site provision (Provision for Rehabilitation and the effect on the Landfill Site Asset) based on the reports obtained from expert. Recommend journals for approval by the management;
- g) Rehabilitation and evaluation of Landfill Sites Report;
- h) Calculate the Provincial- and Municipal Traffic Fines Revenue and Impairment provision based on reports acquired from Municipality's Traffic department. Recommend journals for approval by the management;
- a. Calculation of Impairment provision for Property Rates, Service Charges, and Other Exchange and Non-Exchange Receivables based on reports generated from the municipality's financial system. Recommend journals for approval by the management;
- i) Making extracts of relevant financial information from the financial system;
- j) Gathering any other information, financial or otherwise required from any other source;
- k) Prepare the audit file in prescribed format, notes and annexures/ statements to financial statements from information gathered.
- l) Scan all appropriate documents and save it with the relevant hyperlinks in the electronic audit file;
- m) Ensure that electronic audit file balances with excel Annual Financial Statements; and
- n) Prepare detailed excel Cash Flow Statement workings.
- o) Skills transfer through on the job / formal training with the specific aim to empower municipal staff to compile or execute any / all abovementioned duties in future in-house and unassisted;

Ensure that the financial statements be finalized by due date 31 August.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

14.2.2 ASSISTANCE WITH ANNUAL FINANCIAL STATEMENTS

Assistance with the compiling of the AFS in terms of Section 122 of MFMA and in accordance with GRAP and other relevant accounting standards by:

- a) Preparing GRAP AFS in excel;
- b) Compiling and Balancing of Statements of Financial Position, Statement of Financial Performance, Statement of Changes in Net Assets, Statement of Budget Comparison, Cash flow statement on excel AFS;
- c) Reviewing the detailed excel Cash Flow Statement workings;
- d) Reviewing, updating and writing new accounting policies in the note to the financial statements in line with GRAP requirements;
- e) Review the calculation of the amounts to be disclosed in the AFS relating to traffic fines as per GRAP 23 and iGRAP 1 requirements;
- f) Managing the compilation of and review the audit file to ensure that it supports and validates all the financial information reported in the financial statements;
- g) Review the final asset register for compliance with GRAP requirements and ensure that it reconciles and balances to the annual financial statements by 31 August;
- h) Ensure completeness of capital commitments by reviewing information supplied;
- i) Perform financial risk management calculations including liquidity risks;
- j) Perform classification of financial instruments and appropriately disclose in accordance with applicable accounting standard;
- k) Consider information regarding contingent liabilities and ensure adequate and appropriate disclosure measured against GRAP requirements;
- l) Ensure that adequate disclosure of material variances are done;
- m) Ensure accurate appropriate disclosure of all grant receipts, verify information in grants reconciliation for inclusion in AFS and prepare correction journals if relevant;
- n) Managing year-end transactions and reviewing closing journal entries in general ledger;
- o) Managing the extraction of relevant financial information from the financial system;
- p) Managing the gathering of any other information, financial or otherwise required from any other source;
- q) Manage the preparation of notes and annexures/statements to financial statements from information gathered;
- r) Advise and liaise with other managers in finance on GRAP standards applicable, accounting treatment and information required for compilation of AFS;
- s) Manage the progress with year-end and AFS plan;
- t) Perform self-review on AFS and annexures;
- u) Provide draft AFS for review to Manager Budget Office and CFO as per timeframes in year-end and AFS Plan;
- v) Provide information of all changes made to AFS after reviews;
- w) Skills transfer through on the job / formal training with the specific aim to empower municipal staff to compile or execute any / all abovementioned duties in future in-house and unassisted;

Ensure that the annual financial statements can be finalized and submitted to AGSA, National treasury and Provincial treasury by 31 August.

14.2.3 ASSISTANCE WITH INDEPENDENT TECHNICAL REVIEW OF THE AFS

- a) Perform a detailed technical review of the annual financial statements in line with GRAP on the following:
 - (i) Statement of financial position;
 - (ii) Statement of financial performance;
 - (iii) Statement of net assets;
 - (iv) Statement of Budget vs Actual in terms of GRAP 24;
 - (v) Notes to the financial statements;
 - (vi) Additional MFMA disclosures; and
 - (vii) Other supplementary schedules.
- b) Review the accounting policies – ensure full compliance with GRAP and consistency with prior year
- c) Test the casting and cross casting of the financial statements
- d) Perform high level review cash flow statement by agreeing:
 - (i) Asset additions to asset notes: Can be ad-hoc
 - (ii) Asset proceeds to asset disposals per note plus profit/loss disclosed in statement of financial performance; - can be ad-hoc
 - (iii) Agree interest income to statement of financial performance;
 - (iv) Agree finance cost to statement of financial performance;
 - (v) Movement in working capital as disclosed in notes to cash flow statement to difference between opening balance and closing balance; and
 - (vi) Non-cash items added back in notes to the cash flow statement to disclosures in the statement of financial performance.
- e) Make recommendations to improve the presentation and disclosure of the financial statements.
- f) Prepare a report on deficiencies and recommendations for improvement.

14.2.4 ASSISTANCE WITH ANY AD-HOC REQUESTS

Any ad-hoc matters as determined by the Chief Financial Officer (CFO) during the duration of the tender will be added as project / quotation based deliverables. The ad-hoc matters will relate to expert opinion of the accounting treatment of complex transactions during the preparation of the AFS.

Assist with, but not limited to, reconciliations: -debtors, creditors, salaries, rates, VAT, logistics, Procedural Manuals, Standard Operating Procedures, MSCOA related tasks or any other applicable ad hoc deliverables as may be required.

14.3 FUNCTIONALITY

- The functionality points are allocated as follows:-
100% for functionality;
- A prerequisite of 80% must be obtained for functionality out of 100% in order to be evaluated further on price and preference points.

The functionality points for the bid are allocated as indicated in the table below:-

Evaluation Criteria	Maximum Points allocated	Score	Outcome
Team members Qualifications (copies of qualifications to be attached)	3 x Team members with minimum NQF level 6 in Financial Accounting / Management Accounting	20 points	
	2 x Team members with minimum NQF level 7 in Financial Accounting / Management Accounting	30 points	
Team members Experience (CV's with references to be attached)	3 x Team members with 3 years Municipal Budget / Accounting Experience	5 points	
	2 x Team Members with 10 years Municipal Budget / Accounting Experience	10 points	
	2 x Team Members with 15+ years Municipal Budget / Accounting Experience	20 points	
Company experience (Signed reference letters with contact info for relevant municipalities attached)	Letter from Local Municipality as proof of what type of accounting / budgeting assistance was provided by company, restricted to the last 3 financial years (2019 to 2021). References with negative feedback will not be considered for points.	15 points	
	3 Municipalities	20 points	
	More than 3 Municipalities		
Compilation of Financial Statements at Municipalities who obtained clean audits.	Letter from Local Municipality as evidence that company assisted with the AFS compilation where they received a Clean Audit Outcome in the last 3 years. (2018/2019 to 2020/2021). Each clean audit received will be counted even if it's in one Local Municipality in the last 3 years e.g. If assisted with one Local Municipality in the past 3 years and that Local Municipality achieved clean audits in all 3 years from 2018/2019 to 2020/2021, this will be deemed as 3 clean audits:		
	3 clean audits	10 points	
	6 clean audit clients	20 points	
	9 or more Clean audit clients	30 points	
	TOTAL POINTS	100 points	

Failure on the part of a Bidder to attach the evidence (CV, Certified copies of qualifications, etc) as required in the functionality points that may be claimed will disqualify the Bidder.

The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference, in any manner required by the Municipality.

The Municipality reserves the right to use more than one service provider.



15. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

- 15.1 The information supplied is correct.
- 15.2 All copies of relevant information are attached.
- 15.3 he BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
- 15.4 I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
- 15.5 If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
- 15.6 None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
- 15.7 In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

